

Addendum #1.  
RFQ 2019-07

Replace the entire section of Termination by the Town for Convenience in the RFQ with this:

#### TERMINATION BY THE TOWN FOR CONVENIENCE

(A) The Town may terminate performance of work under this contract at the Town's convenience and without cause. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the effective date.

(B) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under the termination for convenience:

(1) Stop work as specified in the notice;

(2) Place no further subcontracts or orders for materials, services, or facilities;

(3) Terminate all subcontracts and orders;

(4) With approval or ratification to the extent required by the Town, settle all outstanding liabilities arising from the termination of subcontracts;

(5) As directed by the Town, transfer title and deliver to the Town (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Town; and

(6) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest;

(C) Upon the Town's termination for convenience the Contractor shall only be entitled to payment, subject to the deduction set forth in subsection (D) herein, for the following:

(1) all work executed prior to the date of termination;

(2) any "loss and expense" suffered by the Contractor in connection with, or as a consequence of, the termination. For the purposes of this clause "loss and expense" is defined as: (a) the direct and necessary costs of labor, material, and goods actually incurred on the work prior to the date of termination; (b) costs of an overhead nature actually and necessarily incurred on the job site only in so far they would not otherwise have been incurred but for the termination and which were not and should not have been provided for by the contractor in the course of performing its obligations under the contract; and (c) 10% of the sum of costs set forth in subsections (a) and (b) of this

definition, with such 10% to be inclusive and in lieu of any other profits or revenue of any nature or type, whether past, present, or future.

(D) There shall be deducted from such payment as provided in subsection (C) the amount of any payments made to Contractor prior to the date of the termination of this contract. Contractor shall not be entitled to any claim or claim of lien against the Town for any additional compensation, profits, revenue, payment, costs, or damages in the event of such termination for convenience. Payment as provided in subsection (C) shall be in lieu of any other payments of any type or form to the Contractor, and shall be in lieu of any claim of Contractor to future profits, lost profits, lost revenue, additional expenses incurred, damages, or costs of any kind.

(E) Contractor shall provide an itemized written statement of all work executed prior to the date of termination and all "loss and expense" suffered by the Contractor in connection with, or as a consequence of, the termination no later than 60 days after the date of termination. The written statement shall contain all written documentation supporting the payment request, to include, but not be limited to, invoices, receipts, work schedules, bills of sale, etc. The Town reserves the right to ask for and review additional documentation to verify the Contractor's payment request. If the Contractor does not submit the written statement within the aforesaid 60 days without good cause for delay, the Contractor waives its right to payment.

(F) The Contractor shall provide written notice to all subcontractors prior to hiring of this termination for convenience right and require all subcontractors to hold the Town harmless from any claims for damages of the subcontractor in the event the Town executes its right to terminate this contract for convenience.